

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service (“APHIS”), and Allison Osburn-Jimmerson and Robert Osburn, with reference to the following facts:

1. At all times mentioned herein, Allison Osburn-Jimmerson and Robert Osburn operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”) at the facility located at 4311 West Highway 86, Joplin, MO 64804.
2. APHIS has documented evidence of Allison Osburn-Jimmerson and Robert Osburn’s non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Allison Osburn-Jimmerson and Robert Osburn’s failure to provide adequate veterinary care to animals, offer potable water as often as necessary, and maintain an effective program for pest control as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. § 2.40; 3.10; 3.11(d)).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Allison Osburn-Jimmerson and Robert Osburn have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Allison Osburn-Jimmerson and Robert Osburn admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.

6. Allison Osburn-Jimmerson and Robert Osburn consent and agree to the following:

a. Allison Osburn-Jimmerson and Robert Osburn agree to sell, donate, and/or transfer ownership and possession of any dogs on their premises, regardless of ownership, within twelve (12) weeks from the date Allison Osburn-Jimmerson and Robert Osburn sign this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Allison Osburn-Jimmerson and Robert Osburn hold at the time Allison Osburn-Jimmerson and Robert Osburn sign this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Allison Osburn-Jimmerson and Robert Osburn to retain a reasonable number of dogs that are maintained for their own personal use and enjoyment, provided that the laws of the jurisdiction where Allison Osburn-Jimmerson and Robert Osburn live allow them to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Allison Osburn-Jimmerson and Robert Osburn's facility to determine their existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Allison Osburn-Jimmerson and Robert Osburn's facility within twelve (12) weeks from the date Allison Osburn-Jimmerson and Robert Osburn sign this Settlement Agreement to verify

compliance with paragraph (a) above. Allison Osburn-Jimmerson and Robert Osburn shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventories. Allison Osburn-Jimmerson and Robert Osburn shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Allison Osburn-Jimmerson and Robert Osburn sign this Settlement Agreement.

e. As of the date Allison Osburn-Jimmerson and Robert Osburn sign this Settlement Agreement, AWA license 43-A-2621 is hereby revoked.

f. Allison Osburn-Jimmerson and Robert Osburn and any partnerships, firms, corporations or other legal entities that they control or in which they have a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 4311 West Highway 86, Joplin, MO 64804.

7. Allison Osburn-Jimmerson and Robert Osburn consent and agree that their failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Allison Osburn-Jimmerson and Robert Osburn based upon the non-compliant items documented at 4311 West Highway 86, Joplin, MO 64804, in connection with animal welfare investigation MO130076-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.



8. For and in consideration of Allison Osburn-Jimmerson and Robert Osburn's agreements and actions described in paragraph 6 above, and the promises and admissions of Allison Osburn-Jimmerson and Robert Osburn set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Allison Osburn-Jimmerson and Robert Osburn in connection with the alleged AWA violations documented in animal welfare investigation MOI30076-AC.

APHIS and Allison Osburn-Jimmerson and Robert Osburn warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Allison Osburn-Jimmerson and Robert Osburn

Signature: [REDACTED]

Date: 3-9-15

Signature: [REDACTED]

Date: 3-9-15

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: [REDACTED]

Date: 4/16/2015

Bernadette Juarez
Director
Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture